

DISTRICT I  
PERCY DEAL  
P.O. Box 365  
ORAIBI, AZ 86039  
PHONE 725-3460

DISTRICT II  
DAVID J. TSOSIE  
Box 1007  
KEAMS CANYON, AZ 86034

DISTRICT III  
MARLIN F. GILLESPIE  
216 ENCANTO DR.  
HOLBROOK, AZ 86025  
PHONE 524-3041

DISTRICT IV  
PETE SHUMWAY  
P.O. Box 161  
TAYLOR, AZ 85939  
PHONE 536-4060

DISTRICT V  
LARRY A. LAYTON  
HC 62 BOX 6450  
PINETOP, AZ 85935  
RES. 367-2551

## BOARD OF SUPERVISORS

NAVAJO COUNTY  
GOVERNMENTAL CENTER  
P.O. Box 668  
HOLBROOK, AZ 86025  
PHONE (602) 524-6161

EDWARD J. KOURY  
COUNTY MANAGER

SHARON R. KEENE  
CLERK OF THE BOARD

Resolution Number 48-91

### A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN NAVAJO COUNTY AND THE SUPREME COURT OF THE STATE OF ARIZONA

WHEREAS the Supreme Court of the State of Arizona has available funds to provide training for public defenders and their staff, and

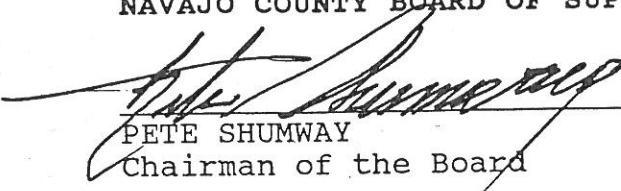
WHEREAS the County has a Public Defender and staff for which the need for training exists,

THEREFORE, be it resolved that by a two thirds vote of the members of this Board, that Navajo County will enter into an Agreement with the Supreme Court of the State of Arizona, thereby approving the participation in the Public Defender's Training Fund.

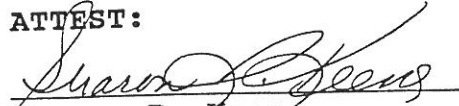
BE IT FURTHER RESOLVED, that Ronald D. Wood is authorized to sign the Intergovernmental Agreement and Addendum "A" as presented to the Board this day.

DATED this 3<sup>rd</sup> day of September, 1991.

NAVAJO COUNTY BOARD OF SUPERVISORS

  
PETE SHUMWAY  
Chairman of the Board

ATTEST:

  
Sharon R. Keene  
Clerk of the Board

The Arizona Supreme Court  
Administrative Office of the Courts

FUNDING AGREEMENT FOR PUBLIC DEFENDER TRAINING FUND

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FISCAL YEAR 1992  
PUBLIC DEFENDER IN NAVAJO COUNTY

This Agreement is entered into by and between the Arizona Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Public Defender for Navajo County, herein referred to as "Grantee," in accordance with A.R.S. 12-117.

RECITAL

Pursuant to A.R.S. 12-113, Judicial Collection Enhancement Fund; A.R.S. 12-116, Time Payment Fee; and A.R.S. 12-117, County Public Defender Training Fund, monies are provided through the state treasurer to the Supreme Court to provide county public defender training. The AOC has prepared the allocation summary attached as Addendum A for the appropriation of Public Defender Training Fund monies from the Supreme Court to the Grantee in accordance with A.R.S. § 12-117 C.

This Agreement establishes the terms and conditions for the allocation of Public Defender Training Fund monies to the Grantee. The Grantee agrees to expend its Public Defender Training Fund monies in accordance with the guidelines set forth in Administrative Order No. 90-2, attached hereto and made a part hereof.

TERMS AND CONDITIONS

1. Terms of Agreement

This Agreement becomes effective on July 1, 1991, and shall remain in effect through June 30, 1992.

2. The Supreme Court, AOC and Public Defender Grantee Contract

The Grantee agrees to abide by all provisions of the Public Defender Training Fund Agreement inclusive of the attached Addendum A and Administrative Order No. 90-2.

### 3. Modification and Termination

a. The AOC may modify or terminate this Agreement if in the judgement of the Administrative Director there is cause for such action due to:

- (1) unavailability of funds;
- (2) statutory changes in the program;
- (3) Grantee failure to implement or operate the Public Defender Training Fund Agreement including Addendum A and Administrative Order No. 90-2; or
- (4) Grantee non-compliance with this Agreement, Administrative Order No. 90-2, or A.R.S. 12-117.

b. The Grantee or AOC may, upon 30 days written notice to the other party by certified mail, terminate this Agreement.

### 4. Fund Accounting

Funds distributed to the Grantee must be deposited into a Special Revenue Account established for the execution of this Agreement pursuant to § III(B) of the Auditor General's Uniform Accounting Manual for Arizona Counties. Any interest earned on these monies deposited in the Special Revenue Account of the Grantee will accrue to the account for use by the Grantee in accordance with this Agreement.

### 5. Expenditures

#### a. Distribution of Funds

(1) the Public Defender Training Fund will be disbursed quarterly pursuant to the proportion requirements set forth in A.R.S. § 12-117 C;

(2) the AOC may retain all or any portion of the funds allocated to the Grantee should Grantee be in violation of any of the terms of this funding Agreement;

(3) the AOC, if authorized in writing, may retain funds and enable direct expenditures from the fund on behalf of, and for the benefit of the Grantee. The funds to be retained by the AOC for direct expenditures on behalf of the Grantee shall be set out in Addendum A of this Agreement.

#### b. Reporting Requirements

(1) the Grantee shall submit periodic financial and program reports, as requested by and on forms provided by the AOC, including:

(a) an annual, closing financial and program progress report by the 15th of August following the close of the report fiscal year; or

(b) a closing financial and program progress report by the 20th business day following the termination date if this Agreement is terminated for cause during the fiscal year.

(2) Reports must, at a minimum, contain:

(a) a financial account statement of monies received, expenditures and encumbrances for the report period, and funds remaining that were not spent;

(b) a narrative and statistical report of program progress and accomplishments;

(c) a listing of training activities attended, hosted, and completed through fund expenditures; and

(d) an itemized inventory of equipment purchased with Public Defender Training Fund monies during the report period, including the date of purchase and the cost of each piece of equipment.

#### c. Unexpended Funds

(1) Funds remaining unencumbered as of June 30, 1992, and funds not expended as of July 31, 1992, plus unexpended other income and interest accrued by Public Defender Training Funds while in the possession of the Grantee, will be carried over to the new fiscal year. The balance forward must be distinguished in the closing financial report under b. above.

(2) The balance forward under (1) above, must remain in the Public Defender Training Fund for expenditure during the next fiscal year in accordance with A.R.S. 12-117 and Administrative Order No. 90-2.

#### d. Inappropriate Expenditures

The Grantee shall expend and/or encumber Public Defender Training Funds solely for the purposes and uses as set forth in Administrative Order No. 90-2, § VI., Fund Usage. However, should the Grantee inadvertently or intentionally authorize or make an inappropriate and/or unauthorized expenditure from the Public Defender Training Fund, the Grantee shall reimburse the Public Defender Training Fund in an amount equal to the monies expended from the fund. Or, at the discretion of the Administrative Director, said sum may be withheld from future allocation(s).

e. Fund Disposition at Termination

Should this Agreement be terminated by the AOC or the Grantee before the end of the current fiscal year, all funds not expended or encumbered, including other income and interest accrued on the funds while in the possession of the Grantee, shall remain with the Grantee. These funds shall constitute the total fund allocation for the current fiscal year as there will be no further allocations to the terminating Grantee until such time as a new funding Agreement is executed between the AOC and the Grantee. The closing report requirements set out under b. above must be followed in the event of an early termination of this Agreement.

6. Limitation on Expenditures

It is expressly agreed upon by the AOC and the Grantee that funds distributed pursuant to this Agreement are to be expended to provide training services as evidenced by documents associated with this Agreement. It is further expressly agreed upon by the AOC and the Grantee that funds distributed pursuant to this agreement are not to be expended for any indirect costs that may be incurred by the County for administering these funds. This includes, but is not limited to, cost for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the County to administer these funds.

7. Non-Supplanting

The Grantee agrees that Public Defender Training Fund monies will not be used to supplant state and local funds that would otherwise have been available for public defender training.

8. Books and Records

a. Financial Records and Examination. The Grantee shall maintain, and shall require any subcontractors to maintain, proper accounting records and documents consistent with Section 4., Fund Accounting, of this Agreement to account for all funds expended from this fund and in connection with public defender training.

b. Program Records and Evaluation. As a condition of receipt of Public Defender Training Fund monies, the Grantee agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation.

c. Record Access Authority. Grantee, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the authority to

examine, audit, copy, and utilize all records maintained in conformance with this Agreement.

d. **Site Visits.** The auditors specified under c. above and agents of the AOC are authorized to conduct site visits for purposes of Public Defender Training Fund compliance monitoring and evaluation.

e. **Record Retention.** Records, accounting documents, and other documentation relevant to this Agreement shall be retained by the Grantee and subcontractors for at least five years following the termination date of this Agreement, or until the conclusion of any audit questions, contract disputes, or litigation, whichever is longer.


## 9. Performance and Liability

Except as otherwise provided by law, the AOC and the Grantee shall act in their respective governmental and official capacities and not as agent, employee, partner, joint venturer, nor associate of the other in this Agreement. The employees, agents, or subcontractors of one party will not be deemed or construed to be the employee, agent or subcontractor of the other. Each party agrees to be solely responsible for the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

## 10. Administrative Costs

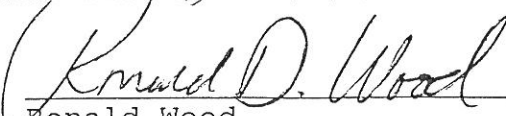
By executing this Agreement, Grantee expressly consents to the AOC utilizing the percentage of Public Defender Training Fund monies set forth in § VI. of Administrative Order No. 90-2 to offset the costs of administering this program.

ARIZONA SUPREME COURT  
Administrative Office of the Courts

By:   
David K. Byers, Deputy Director

Date: 8-12-91

PUBLIC DEFENDER IN NAVAJO COUNTY

By:   
Ronald Wood,  
Public Defender

Date: 8/20/91

PDTF2A

ADDENDUM A  
TO FUNDING AGREEMENT FOR THE PUBLIC DEFENDER TRAINING FUND

Navajo County Public Defender  
FY91-92 TERM: July 1, 1991 - June 30, 1992

\*\*\*\*\*

Addendum date: 1st Qtr - \_\_\_\_\_ ; 2nd Qtr - \_\_\_\_\_ ;  
3rd Qtr - \_\_\_\_\_ ; 4th Qtr - \_\_\_\_\_ .

A dated addendum is issued in advance of disbursement for each quarter  
\*\*\*\*\*

**Allocation Summary:**

Percentage portion of PDTF; 1.47 %:	Allocation*
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\*The dollar amount is entered  
at the end of each quarter.  
And, the amendment date is  
entered. Previous quarter(s)  
are entered each cycle.

FY'92 1st Qtr	_____
FY'92 2nd Qtr	_____
FY'92 3rd Qtr	_____
FY'92 4th Qtr	_____
Total for FY'92 (To Date)	_____

\*\*\*\*\*

**Amount to be Retained by AOC:**

Item: \_\_\_\_\_

Item: \_\_\_\_\_

Total Retained 0

\*\*\*\*\*

**Amount to be Disbursed to Grantee:**

First Quarter; by October 31 \_\_\_\_\_

Second Quarter; by January 31 \_\_\_\_\_

Third Quarter; by April 30 \_\_\_\_\_

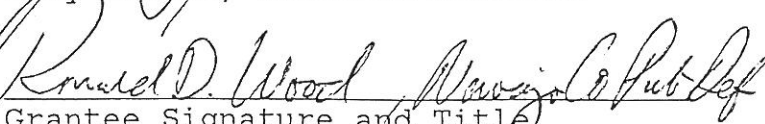
Fourth Quarter; by August 15 \_\_\_\_\_

Total for FY  
(To Date)

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**Confirmation Signatures:**

 _____ Gary Graham, Division Director	8-15-91 _____ Date
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 _____ Grantee Signature and Title	8/30/91 _____ Date
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AOC Finance Office Receipt: \_\_\_\_\_  
Staff Receiving/Filing \_\_\_\_\_ Date \_\_\_\_\_



Pursuant to A.R.S. §11-952(D), I certify that the foregoing agreement has been reviewed, is in proper form, and is within the powers and authority granted to the Navajo County Public Defender's Office

MELVIN R. BOWERS, JR.  
Navajo County Attorney

  
By: D. Rand Henderson  
Deputy County Attorney